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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED

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JAN 28 2008

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**MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT**

UNITED STATES OF AMERICA,)

v.)

MICHAEL CRUZ)

No. 07 CR 799-17

Magistrate Judge Nan R. Nolan

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on December 15, 2007, and for and in consideration of bond being set by the Court for defendant MICHAEL CRUZ in the amount of \$50,000 being fully secured by real property, ^{Advised} **EDUARDO E. CRUZ (GRANTOR)** hereby warrants and agrees:

1. ^{Advised} **EDUARDO E. CRUZ** warrants that he is the sole record owner and titleholder of the real property located at 4930 North Keystone Avenue, Chicago, Illinois, and described legally as follows:

LOT 12 (EXCEPT THE NORTH 18 FEET) IN BLOCK 2 IN SECRIST'S SUBDIVISION OF EAST ½ OF SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 SECTION 10, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N: 13-10-419-027-0000

^{Advised} **EDUARDO E. CRUZ** warrants that there is one outstanding mortgage against the subject property and that his equitable interest in the real property approximately equals at least \$50,000.

2. ^{Arturo} ~~EDUARDO~~ E. CRUZ agrees \$50,000 of his equitable interest in the above-described real property, shall be forfeited to the United States of America, should the defendant MICHAEL CRUZ fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. ^{Arturo} ~~EDUARDO~~ E. CRUZ further understands and agrees that, if the defendant MICHAEL CRUZ should violate any condition of the Court's release order, he will be liable to pay the difference between the bond amount of \$50,000 and his equitable interest in the property, and ^{Arturo} ~~EDUARDO~~ E. CRUZ hereby agrees to the entry of a default judgment against him for the amount of any such difference. ^{Arturo} ~~EDUARDO~~ E. CRUZ has received a copy of the Court's release order and understands its terms and conditions. Further, the surety understands that the only notice he will receive is notice of court proceedings.

3. ^{Arturo} ~~EDUARDO~~ E. CRUZ further agrees to execute a quitclaim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. ^{Arturo} ~~EDUARDO~~ E. CRUZ understands that should defendant MICHAEL CRUZ fail to appear or otherwise violates any condition of the Court's order of release, the United States will obtain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.

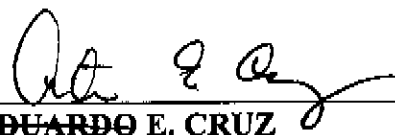
4. ^{Arturo} ~~EDUARDO~~ E. CRUZ further agrees that he will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish his interest therein, including any effort to sell or otherwise convey the property without leave of Court. Further, ^{Arturo} ~~EDUARDO~~ E. CRUZ has executed a release

in favor of the United States so it can be verified that all obligations relating to the property are paid currently.

5. ^{Arturo} ~~EDUARDO~~ E. CRUZ further understands that if he has knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for defendant MICHAEL CRUZ he is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. ^{Arturo} ~~EDUARDO~~ E. CRUZ agrees that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder of Deeds as notice of encumbrance in the amount of the bond.

6. ^{Arturo} ~~EDUARDO~~ E. CRUZ hereby declares under penalty of perjury that he has read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.

Date: 12/14/07

^{Arturo} 
~~EDUARDO~~ E. CRUZ
 Surety/Grantor

Date: _____

 Witness

Return to:
 Bissell, US Attorney's Office
 219 S. Dearborn Street, 5th Floor
 Chicago, Illinois 60604